

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

Case No. 09-50779-RJK

In Re:

Chapter 7

Dennis E. Hecker,

Debtor.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

TO: Debtor Dennis E. Hecker; his attorney Clinton E. Cutler; United States Trustee; and all other entities specified in Local Rule 1204 (a):

1. Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C., (“Chrysler Financial”), a secured creditor in this Chapter 7 proceeding, by and through duly authorized and undersigned attorneys, moves the Court for the relief requested below, and gives notice of hearing.
2. The Court will hold a hearing on this motion on September 28, 2009, at 9:30 a.m., before the Honorable Robert J. Kressel, United States Bankruptcy Judge, in Courtroom No. 2, United States Courthouse, 515 West First Street, Duluth, MN 55802.
3. Any response to this motion must be filed and delivered not later than September 23, 2009, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail no later than September 17, 2009, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). UNLESS A RESPONSE OPPOSING THIS MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

COUNT I

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 7 case was filed on June 4, 2009. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. Chrysler Financial requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its interest in certain personal property owned by Chrysler Financial as defined below.

6. Chrysler Financial owns and leased to Debtor a 2008 Dodge Ram 1500, VIN# 1D7HU18248S630225 (the vehicle). On July 31, 2008, the debtor, Dennis Hecker, executed a lease agreement, payments totaling \$18,836.76, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "A"**. The title evidencing the ownership interest of Chrysler Financial in a 2008 Dodge Ram 1500, VIN # 1D7HU18248S630225 is attached hereto as **Exhibit "B"**.

7. The lease agreement is in default for failure to make payments when due since July 1, 2009, a delinquency of \$809.50 as of the date of the filing of this motion. As of June 4, 2009, the amount due was a payoff / buyout balance of \$27,796.56. On information and belief, the value of the vehicle is \$23,025.00 and the debtor has no equity in the vehicle.

8. The lease agreement is in default for failure to make payments when due. Chrysler Financial seeks relief from the automatic stay to foreclose its personal property interest in the vehicle.

9. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. Chrysler Financial believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

- a. Chrysler Financial has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of Chrysler Financial continues to depreciate and decline in value;
- c. Chrysler Financial has been unable to verify current proof of insurance on the vehicle; and
- d. The debtor has stopped making payments to Chrysler Financial.

10. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtor has no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 7 proceeding.

11. Chrysler Financial requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

12. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by James McNutt, or some other representative of the Movant, Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C. whose address is 27777 Inkster Rd Farmington Hills, MI 48334.

13. This notice of motion and motion also serves as notice of default as may be required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn. 1980). If the default is not cured before the hearing Chrysler Financial will repossess the Vehicle promptly upon the Court signing the Order.

14. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

COUNT II

15. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 7 case was filed on June 4, 2009. The case is now pending in this Court.

16. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. Chrysler Financial requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its interest in certain personal property owned by Chrysler Financial as defined below.

17. Chrysler Financial owns and leased to Debtor a 2008 Dodge Ram 1500, VIN# 1D7HU18288S631037 (the vehicle). On July 31, 2008, the debtor, Dennis Hecker, executed a lease agreement, payments totaling \$20,016.12, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "C"**. The title evidencing the ownership interest of Chrysler Financial in a 2008 Dodge Ram 1500, VIN # 1D7HU18288S631037 is attached hereto as **Exhibit "D"**.

18. The lease agreement is in default for failure to make payments when due since July 1, 2009, a delinquency of \$899.05 as of the date of the filing of this motion. As of June 4, 2009, the amount due was a payoff / buyout balance of \$29,578.91. On information and belief, the value of the vehicle is \$23,025.00 and the debtor has no equity in the vehicle.

19. The lease agreement is in default for failure to make payments when due. Chrysler Financial seeks relief from the automatic stay to foreclose its personal property interest in the vehicle.

20. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. Chrysler Financial believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

- a. Chrysler Financial has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of Chrysler Financial continues to depreciate and decline in value;
- c. Chrysler Financial has been unable to verify current proof of insurance on the vehicle; and
- d. The debtor has stopped making payments to Chrysler Financial.

21. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtor has no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 7 proceeding.

22. Chrysler Financial requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

23. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by James McNutt, or some other representative of the Movant, Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C. whose address is 27777 Inkster Rd Farmington Hills, MI 48334.

24. This notice of motion and motion also serves as notice of default as may be required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn. 1980). If the default is not cured before the hearing Chrysler Financial will repossess the Vehicle promptly upon the Court signing the Order.

25. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

COUNT III

26. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 7 case was filed on June 4, 2009. The case is now pending in this Court.

27. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. Chrysler Financial requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its interest in certain personal property owned by Chrysler Financial as defined below.

28. Chrysler Financial owns and leased to Debtor a 2008 Dodge Ram 1500, VIN# 1D7HU18258S616091 (the vehicle). On July 31, 2008, the debtor, Dennis Hecker, executed a lease agreement, payments totaling \$18,472.80, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "E"**. The title evidencing the ownership interest of Chrysler Financial in a 2008 Dodge Ram 1500, VIN # 1D7HU18258S616091 is attached hereto as **Exhibit "F"**.

29. The lease agreement is in default for failure to make payments when due since July 1, 2009, a delinquency of \$781.87 as of the date of the filing of this motion. As of June 4, 2009, the amount due was a payoff / buyout balance of \$27,072.37. On information and belief, the value of the vehicle is \$23,025.00 and the debtor has no equity in the vehicle.

30. The lease agreement is in default for failure to make payments when due. Chrysler Financial seeks relief from the automatic stay to foreclose its personal property interest in the vehicle.

31. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. Chrysler Financial believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

- a. Chrysler Financial has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of Chrysler Financial continues to depreciate and decline in value;
- c. Chrysler Financial has been unable to verify current proof of insurance on the vehicle; and

d. The debtor has stopped making payments to Chrysler Financial.

32. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtor has no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 7 proceeding.

33. Chrysler Financial requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

34. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by James McNutt, or some other representative of the Movant, Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C. whose address is 27777 Inkster Rd Farmington Hills, MI 48334.

35. This notice of motion and motion also serves as notice of default as may be required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn. 1980). If the default is not cured before the hearing Chrysler Financial will repossess the Vehicle promptly upon the Court signing the Order.

36. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

COUNT IV

37. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 7 case was filed on June 4, 2009. The case is now pending in this Court.

38. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. Chrysler Financial requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its interest in certain personal property owned by Chrysler Financial as defined below.

39. Chrysler Financial owns and leased to Debtor a 2008 Dodge Ram 1500, VIN# 1D7HU18208S623627 (the vehicle). On July 31, 2008, the debtor, Dennis Hecker, executed a lease agreement, payments totaling \$18,307.34, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "G"**. The title evidencing the ownership interest of Chrysler Financial in a 2008 Dodge Ram 1500, VIN # 1D7HU18208S623627 is attached hereto as **Exhibit "H"**.

40. The lease agreement is in default for failure to make payments when due since July 1, 2009, a delinquency of \$765.51 as of the date of the filing of this motion. As of June 4, 2009, the amount due was a payoff / buyout balance of \$27,608.98. On information and belief, the value of the vehicle is \$23,025.00 and the debtor has no equity in the vehicle.

41. The lease agreement is in default for failure to make payments when due. Chrysler Financial seeks relief from the automatic stay to foreclose its personal property interest in the vehicle.

42. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. Chrysler Financial believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

- a. Chrysler Financial has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of Chrysler Financial continues to depreciate and decline in value;
- c. Chrysler Financial has been unable to verify current proof of insurance on the vehicle; and
- d. The debtor has stopped making payments to Chrysler Financial.

41. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtor has no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 7 proceeding.

42. Chrysler Financial requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

43. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by James McNutt, or some other representative of the Movant, Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C. whose address is 27777 Inkster Rd Farmington Hills, MI 48334.

44. This notice of motion and motion also serves as notice of default as may be required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn. 1980). If the default is not cured before the hearing Chrysler Financial will repossess the Vehicle promptly upon the Court signing the Order.

45. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WHEREFORE, Chrysler Financial respectfully moves the Court for an order (i) modifying the automatic stay of 11 U.S.C. §362 so as to permit Chrysler Financial to terminate the Leases, take possession and dispose of the vehicles in accordance with Minnesota law, (ii) finding that Bankruptcy Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is not applicable and (iii) granting such other relief as may be just and equitable.

Dated: August 19, 2009

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn, #0324140
7700 Bonhomme Ave., 7th Floor
St. Louis, MO 63105
(314) 727-0101
FAX (314) 727-1086
Attorneys for Chrysler Financial





VEHICLE IDENTIFICATION NUMBER YEAR MAKE MODEL/BODY
1D7HUI8248SL30225 08 DODGE CW RPC
TITLE NUMBER
K2800X402
DATE ISSUED ODOMETER
10/06/08 488
CENTRAL OFFICE USE ONLY

FIRST SECURED PARTY DOB OWNER
US BANK AS COLL ACT 07/31/08 DCFS TRUST

US BANK AS COLL ACT
PO BOX 997539
SACRAMENTO CA 95899

TOTAL LIENS 1

PO BOX 977/2050 ROANOKE RD
ROANOKE TX 76262-0977

ASSIGNMENT OF OWNERSHIP — BUYER(S) MUST COMPLETE THE APPLICATION ON THE BACK

ODOMETER DISCLOSURE STATEMENT. (WE) CERTIFY THAT THE ODOMETER IS
NOW READS 40,000.00 MILES AND TO THE
BEST OF MY KNOWLEDGE THE ODOMETER MILEAGE IS:

(ACTUAL MILEAGE)

(EXCEEDS MECHANICAL LIMITS OF ODOMETER)

(NOT ACTUAL MILEAGE — WARNING ODOMETER DISCREPANCY)

DAMAGE DISCLOSURE STATEMENT TO THE BEST OF MY KNOWLEDGE, THIS VEHICLE
HAS NOT BEEN INVOLVED IN AN ACCIDENT OR CRASH. I HAVE NOT
REPLACED OR REINSTALLED AIR BAGS AND OTHER COMPONENTS THAT WERE REPLACED DUE TO
DEPLOYMENT OF AIR BAGS. IN LOSS OF THE ACTUAL CASH VALUE
FUEL/EMISSION SYSTEM DISCLOSURE STATEMENT TO THE BEST OF MY KNOWLEDGE THE POLLUTION
CONTROL SYSTEM ON THIS VEHICLE INCLUDING THE RESTRICTED GASOLINE PIPE
HAS BEEN REMOVED OR REMOVING ALTERED OR REMOVED FOR OPERATIVE
PURPOSES. I FURTHER CERTIFY THAT THIS VEHICLE IS FREE FROM ANY DEFECTIVE PARTS, WHETHER MANUFACTURED OR ASSEMBLED, AS INDICATED.

SELLER'S SIGNATURE

Buyer's Signature

SELLER'S ADDRESS

Buyer's Address

SELLER'S PHONE NUMBER

Buyer's Phone Number

SELLER'S SIGNATURE

Buyer's Signature

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER AND VEHICLE SERVICES DIVISION
445 MINNEAPOLIS ST. PAUL, MINNESOTA 55101
P.O. 651 297-2176 TTY 651-282-6555
mnvs.umn.edu



PS2700-16

tables:







STATE OF MINNESOTA
DEPARTMENT OF MOTOR VEHICLES

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL/BODY	TITLE NUMBER
1DHW18288S631037	08	DODGE	CW RPC	K2800X401
DATE ISSUED	ODOMETER	VIN BASE	CODE	PLATE NUMBER
10/06/08	495	030560	10	979ALN

FIRST SECURED PARTY	DOB	OWNER
US BANK AS COLL AGT		DCFS TRUST
PO BOX 997539		PO BOX 977/2050 ROANOKE RD
SACRAMENTO CA 95899		ROANOKE TX 76262-0977

DATE ISSUED 07/31/08

ODOMETER 495
SACRAMENTO CA 95899

TOTAL LIENS 1



ASSIGNMENT OF OWNERSHIP — BUYER(S) MUST COMPLETE THE APPLICATION ON THE BACK

ODOMETER DISCLOSURE STATEMENT. I (WE) CERTIFY THAT THE ODOMETER IS
NOW READS 495 (NOT HITS MILLS AND 10.00)
BEST OF MY KNOWLEDGE THE ODOMETER MILEAGE IS:

"ACTUAL MILEAGE
EXCEEDS MECHANICAL LIMITS OF ODOMETER
NOT ACTUAL MILEAGE — WARNING ODOMETER DISCREPANCY

I HAS NOT BEEN REPAIRED OR REBUILT.
REPLACEMENT OF AIR BAGS, OR LACK OF IT, AT FULL CASH VALUE.

POLLUTION SYSTEM DISCLOSURE STATEMENT TO THE BEST OF MY KNOWLEDGE THE POLLUTION
CONTROL SYSTEM IN THIS VEHICLE IS IN GOOD CONDITION.

I HAVE READ AND UNDERSTOOD THE FOLLOWING AGREEMENT:
Assignment I understand that this vehicle is free from all security interests, wherein the joint assignee

SELLER'S PRIVATE NAME(S):

/ /

SELLER'S SIGNATURE(S):

/ /

BUYER'S PRIVATE NAME(S):

/ /

BUYER'S SIGNATURE(S):

/ /

IMPORTANT PLEASE READ: All information collected on this vehicle application is required by law and
will enable the state to provide required information to federal and state agencies in connection with
permited air testing and state laws, insurance, taxation, etc. It is your responsibility to make sure
you receive consent. You may expressly consent to the disclosure of your information by marking the following boxes:

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER AND VEHICLE SERVICES DIVISION
445 MINNESOTA STREET, ST. PAUL, MINNESOTA 55101
P.O. 651, 29, 2126, ST. PAUL, MN 55101
mn.gov/dvs.org

PS2700-16
EXHIBIT D



DO NOT ERASE, ALTER, OR DESTROY THIS TITLE

EXHIBIT D





VEHICLE IDENTIFICATION NUMBER 1D7HU1&258\$616071	YEAR 08	MAKE DODGE	MODEL/BODY CW RPC	TITLE NUMBER K2800X400
DATE ISSUED 10/06/08	ODOMETER 487	TAX BASE 030560	CODE 10	PLATE NUMBER 978ALN
CENTRAL OFFICE USE ONLY				

FIRST SECURED PARTY 07/31/08	DOB OWNER DCFS TRUST
PO BOX 977/2050 ROANOKE RD ROANOKE TX 76262-0977	

US BANK AS COLL AGT
PO BOX 997539
SACRAMENTO CA 95899

TOTAL LIENS 1



Z

ASSIGNMENT OF OWNERSHIP —BUYER(S) MUST COMPLETE THE APPLICATION ON THE BACK

ODOMETER DISCLOSURE STATEMENT. I (WE) CERTIFY THAT THE ODOMETER
NOW READS 487 (NO THOUSANDS) MILES AND TO THE
BEST OF MY KNOWLEDGE THE ODOMETER MILEAGE IS

ACTUAL MILEAGE

EXACTS MECHANICAL LIMITS OF ODOMETER

NOT ACTUAL MILEAGE — WARNING ODOMETER DISCREPANCY

DAMAGE DISCLOSURE STATEMENT TO THE BEST OF MY KNOWLEDGE, THIS VEHICLE
HAS NOT BEEN INVOLVED IN AN ACCIDENT OR CRASH THAT REQUIRED REPAIR,
REPAIRED, OR REINSTALLED AIR BAGS AND OTHER REIMBURSEMENTS THAT WERE REPAID DUE TO
IMPLEMENTATION OF AIR BAGS, IN EXCESS OF 10% ACTUAL CASH VALUE
FUEL/OIL SYSTEM DISCLOSURE STATEMENT TO THE BEST OF MY KNOWLEDGE THE FUEL/OIL
CONTROL SYSTEM IN THIS VEHICLE HAS BEEN MAINTAINED, UTILIZED RESTRICTED GASOLINE, AND
HAS NOT BEEN HEATED, COOLED, OR REFERRED TO OPERATIVE
Assignment: I/we certify that this vehicle is free from all security interests, except me, and assign the
registration tax and title to _____.

SELLER'S PRIVATE ADDRESS:

_____ / _____

Buyer's Signature:

_____ / _____

Buyer's Address:

_____ / _____

SELLER'S SIGNATURE:

_____ / _____

Buyer's Signature:

_____ / _____

Buyer's Address:

_____ / _____

X

7

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER AND VEHICLE SERVICES DIVISION
445 MINNESOTA STREET, ST. PAUL, MINNESOTA 55101
Phone 651.297.2126 ITY 651.282.6555
http://dvs.state.mn.us



tabbles*

PS2700-16

EXHIBIT



CERTIFICATE OF TITLE FOR A MOTOR VEHICLE

VEHICLE IDENTIFICATION NUMBER 1D7H18208Sb23627	YEAR 08	MAKE DODGE	MODEL/BODY CW RPC	TITLE NUMBER K2B00X403
DATE ISSUED 10/06/08	ODOMETER 491	TAX BASE 030560	CODE 10	PLATE NUMBER 981ALN
CENTRAL OFFICE USE ONLY				

FIRST SECURED PARTY US BANK AS COLL AGT PO BOX 997539 SACRAMENTO CA 95899	DOB 07/31/08	OWNER DCFS TRUST	PO BOX 977/2050 ROANOKE RD ROANOKE TX 76262-0977
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TOTAL LIENS 1



ASSIGNMENT OF OWNERSHIP — BUYER(S) MUST COMPLETE THE APPLICATION ON THE BACK

ODOMETER DISCLOSURE STATEMENT. I (WE) CERTIFY THAT THE ODOMETER
NOW READS **491** (MILES) MILES AND 10 FEET.
BEST OF MY KNOWLEDGE THE ODOMETER IS ACCURATE.
EXCEEDS MECHANICAL LIMITS OF ODOMETER
NOT ACTUAL MILEAGE — WARNING ODOMETER DISCREPANCY

DAMAGE DISCLOSURE STATEMENT TO THE BEST OF MY KNOWLEDGE, THIS VEHICLE
HAS NOT SUSTAINED ANY DAMAGE EXCLUSIVE OF ANY COSTS TO REPAIR,
REPLACE, OR REINSTALL AIR BAGS AND OTHER COMPONENTS THAT WERE REPAIRED DUE TO
DEPLOYMENT OF AN AIR BAG. IF IT HAS BEEN REPAIRED, THE COSTS ARE AS FOLLOWS:
POSSUM SYSTEM DISCLOSURE STATEMENT TO THE BEST OF MY KNOWLEDGE, THE POSSUM
CONTROL SYSTEM IN THIS VEHICLE INCLUDING THE RESTRICTED GASOLINE PIPE
HAS NOT BEEN REMOVED. ALTERED OR REPAIRED.

Assignment (checkmark) that this vehicle is free from all security interests, was not title, and sign the
termination of any rights to it.

SELLER'S SIGNATURE
[Signature]

SELLER'S SIGNATURE
[Signature]

Buyer's Signature
[Signature]

X

Buyer's Signature
[Signature]

X

SELLER'S SIGNATURE
[Signature]

Buyer's Signature
[Signature]

X

IMPORTANT: PLEASE READ. All information contained on a motor vehicle registration is subject to audit and/or audit by federal, state, or local law enforcement agencies. Every time you register your vehicle, you are required to furnish information on such vehicle to the appropriate agency. You are also required to furnish information to the appropriate agency if you change your address or if you sell your vehicle. You are responsible for any fines or penalties imposed by federal and state law, personal information contained in your vehicle registration, and any other information furnished to the appropriate agency if you change your address or if you sell your vehicle.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER AND VEHICLE SERVICES DIVISION
445 MINNEAPOLIS STREET, ST. PAUL, MINNESOTA 55101
Phone: 651-297-2126 TTY 651-262-6555
minnstate.dps.gov

PS2700-16

A standard linear barcode representing the document number PS2700-16.

PRINT A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.

EXHIBIT H

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

Case No. 09-50779-RJK
Chapter 7

In Re:

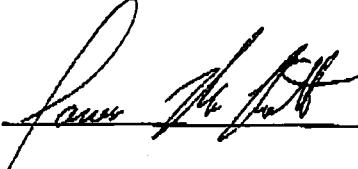
Dennis E. Hecker,

Debtor.

VERIFICATION

I, James McClint, an employee of Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C. named in the foregoing Notice of Hearing and Motion for Relief from Stay, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

DATED: Aug 19, 2009

SIGNED: 

** TOTAL PAGE .01 **

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

Case No. 09-50779-RJK
Chapter 7

In Re:

Dennis E. Hecker,
Debtor.

MEMORANDUM OF LAW

INTRODUCTION

Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C., (“Chrysler Financial”), has made a motion for relief from the automatic stay. Chrysler Financial incorporates herein the facts set forth in the notice of hearing and motion for relief from stay.

There are four loans that are the subject of this motion secured by a security interest in four motor vehicles. The loans are in default for failure to make payments when due and Chrysler Financial seeks relief from the automatic stay to foreclose its personal property security interest. There is no equity in the vehicles.

ARGUMENT

Pursuant to Section 362(d)(1) of the Bankruptcy Code, relief from the automatic stay shall be granted upon request of a creditor "for cause, including the lack of adequate protection of an interest in property of such [creditor]." 11 U.S.C. Section 362(d)(1). Payments are not being made as required by the Leases between the Debtor and Chrysler Financial. Chrysler Financial has otherwise not been provided with adequate protection of interest in the Vehicles or adequate assurance of future performance under the Leases. Such failure constitutes cause,

within the meaning of Section 362(d)(1), entitling Chrysler Financial to relief from the stay.

United Savings Assn. of Texas v. Timbers of Inwood Forest Assoc., Ltd. (In re Timbers of Inwood Assoc., Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed.2d 740 (1988). **In Re Reinbold v. Dewey County Bank**, 942 F. 2d 1304, 1306 (8th Cir. 1991)

Pursuant to Section 362(d)(2) of the Bankruptcy Code, relief from the stay is also appropriate where no equity exists and the property is not necessary to an effective reorganization. **In re Albany Partners, Ltd.**, 749 F.2d 670 (11th Cir. 1984), **In re Anderson**, 913 F.2d 530,532 (8th Cir. 1990). Clearly, no appreciable equity exists in the Vehicles.

CONCLUSION

For all the reasons set forth herein, Chrysler Financial is entitled to an order terminating the automatic stay of 11 U.S.C. § 362 and authorizing it to take possession of and terminate its leases regarding the Vehicles in accordance with Minnesota law.

DATED: August 19, 2009

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn
Marilyn J. Washburn, #0324140
7700 Bonhomme Ave., 7th Floor
St. Louis, MO 63105
(314) 727-0101
FAX (314) 727-1086
Attorneys for Chrysler Financial

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

Case No. 09-50779-RJK
Chapter 7

In Re:
Dennis E. Hecker,
Debtor.

UNSWORN DECLARATION FOR PROOF OF SERVICE

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, with an office address of 7700 Bonhomme Avenue, St. Louis, Missouri 63105, declares that on the date listed below, I served a **Notice of Hearing for Relief from Stay, Memorandum of Law and Proposed Order** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class postage prepaid and depositing same in the post office at St. Louis, Missouri, addressed to each of them as follows:

(Debtor's Attorney)
Clinton E. Cutler
200 S. 6th St, Ste 4000
Minneapolis, MN 55402

(Debtor)
Dennis E. Hecker
P.O. Box 1017
Crosslake, MN 56442

(Chapter 7 Trustee)
Randall L. Seaver
12400 Portland Avenue South, Suite 132
Burnsville, MN 55337

Office of the U.S. Trustee
1015 US Courthouse
300 South 4th St.
Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Executed: August 19, 2009.

Signed: /e/Marilyn J. Washburn

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

Case No. 09-50779-RJK
Chapter 7

In Re:
Dennis E. Hecker
Debtor.

ORDER

This case is before the Court on the motion of Chrysler Financial Services Americas, L.L.C. f/k/a DaimlerChrysler Financial Services Americas, L.L.C., ("Chrysler Financial"), seeking relief from the automatic stay of 11 U.S.C. § 362(a).

Based on the files and records herein, the Court now finds that cause exists entitling Chrysler Financial to relief from the automatic stay.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The automatic stay of 11 U.S.C. §362(a) is immediately terminated to Chrysler Financial and Chrysler Financial is authorized to terminate its Leases and take possession of the subject motor vehicles, a 2008 Dodge Ram 1500, VIN #1D7HU18248S630225, 2008 Dodge Ram 1500, VIN #1D7HU18288S631037, 2008 Dodge Ram 1500, VIN #1D7HU18258S616091, and 2008 Dodge Ram 1500, VIN #1D7HU18208S623627.
2. Notwithstanding Fed. R. Bankr. P. 4001(a)(3), this Order is effective immediately.

Dated: _____

BY THE COURT:

Robert J. Kressel
United States Bankruptcy Judge